

SERIAL 05001 C REDI-MIX CONCRETE (NIGP CODE 75070)

DATE OF LAST REVISION: December 29, 2005

CONTRACT END DATE: May 31, 2008

CONTRACT PERIOD THROUGH MAY 31, 2008

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **REDI-MIX CONCRETE (NIGP CODE 75070)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **May 04, 2005**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

WP/ks
Attach

Copy to: Clerk of the Board
Jim Baker, MCDOT
Gabriela Varadi, Flood Control
Kathy Sicard, Materials Management

(Please remove Serial 01196-C from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR BID FOR: REDI-MIX CONCRETE (NIGP CODE 75070)

1.0 INTENT:

The intent of this Invitation for Bids is to establish a pricing agreement for Redi-Mix Concrete, as specifically listed herein. Also included in the IFB are requests for the participant to offer blanket discounts for related supplies as covered by current pricing documents. Usage quantities provided are best effort estimates of usage, and may deviate greatly in actuality. Materials to be delivered to various Maricopa County using agencies as covered by purchase order only.

2.0 TECHNICAL SPECIFICATIONS:

2.1 MATERIAL:

The concrete supplies shall meet the specifications of Section 220 and Section 725 of the Uniform Standard Specifications for Public Works Construction by the Maricopa Association of Governments, current edition.

2.2 AWARD:

Bid prices shall be held firm for 90 days AFTER AWARD.

Subsequently, all pricing as requirements arise shall be obtained by Requests for Quotation (RFQs) from all awardees covering the area of the requirement(s).

Because of the varying nature and locations of County requirements, the contract will be awarded to multiple vendors based on delivered price, plant location and supplies offered. Awards will be made to the lowest responsive/responsible bidder(s) meeting specifications.

2.3 QUANTITIES:

The quantities specified in this invitation for bids are estimates of requirements on a County wide basis. Actual requirements depend on the project, location and nature of work to be performed.

2.4 REMOTE AREAS:

Remote areas such as Wickenburg, Gila Bend, Aguila and Harquahala Valley are not subject to the contract, and the County reserves the right to obtain materials from local producers in these locations, when and if available.

2.5 DELIVERY:

Delivery is required F.O.B. Destination to various County locations.

2.6 QUALITY:

The materials and supplies called for herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examination and standardization. Items not meeting these requirements shall be replaced at no cost to the County upon the notice of deficiency.

2.7 PLANT CERTIFICATION:

Bidders shall enclose copies of the current plant certifications as issued by the National Redi-Mix Concrete Association or Arizona Rock Products Association.

2.8 TESTING:

Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the Products meet the quality and quantity requirements of the Specifications. When deemed necessary by the County, samples of the products may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests as to whether the products conform in all respects to the Specifications. In cases where commercial laboratory reports indicate that the products do not meet the Specifications, the expense of such analysis is to be borne by the Contractor.

2.9 DELIVERY:

Delivery is required F.O.B. Destination, freight pre-paid after receipt of Blanket Purchase Order and subsequent written notice of requirement, to any delivery location within Maricopa County as specified by the County. Contractor shall indicate on Pricing Documentation (Attachment A) any additional freight or handling charges that would be associated with special shipping and/or handling delivery.

2.10 SHIPPING DOCUMENTS:

A shipping document shall accompany each shipment and shall include the following:

- (1) Name and address of the Contractor;
- (2) Name and address of the County Agency;
- (3) County purchase order number;
- (4) A description of material shipped, including item number, quantity, number of containers and package number, if applicable.

2.11 ADDITIONAL PRICING:

Contractors are strongly encouraged to offer additional pricing for related items/products/components, which are not specifically addressed as line items in the Invitation For Bids. Pricing offered should be noted on the pricing pages of the Contractor response in the format requested. Two (2) sets of catalogs/pricing documents shall accompany any additional pricing offered.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 ESCALATION:

Bid prices shall be held firm for ninety (90) days after award.

Subsequently, all pricing as requirements arise shall be obtained by Requests for Quotation (RFQs) from all awardees covering the area of the requirement(s).

3.4 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

3.4.1 Compliance with specifications

3.4.2 Price at time of bid opening

3.4.3 Determination of responsibility

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.5 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

3.6 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

3.7 ORDERING AUTHORITY:

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management.

3.8 INDEMNIFICATION AND INSURANCE:

3.8.1 INDEMNIFICATION.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.8.2 Abrogation of Arizona Revised Statutes Section 34-226.

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including **COUNTY**.

The scope of this indemnification does not extend to the sole negligence of **COUNTY**.

3.8.3 Insurance Requirements.

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

CONTRACTOR'S insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

COUNTY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

3.8.3.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision, which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

3.8.3.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

3.8.3.3 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

CONTRACTOR waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

3.8.4 Certificates of Insurance.

3.8.4.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

3.8.4.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.9 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

WALT PRICE, PROCUREMENT CONSULTANT, 602-506-3454
(wprice@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

JIM BAKER, TRANSPORTATION, 602-506-4054
(JimBaker@mail.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.10 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.11 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Respondents are to provide one (1) original (labeled), one hard copy and one (1) electronic copy of pricing on diskette or CD. Respondents are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **A corporate official who has been authorized to make such commitments must sign bids.**

3.12 CONTRACTOR REVIEW OF DOCUMENTS:

Contractor shall review its bid submission to assure the following requirements are met.

3.12.1 One (1) original and one (1) copy of all submissions is MANDATORY

3.12.2 Pricing pages, MANDATORY (Attachment A)

3.12.3 Agreement page, MANDATORY (Attachment B)

3.12.4 References, MANDATORY (Attachment C)

MACCAFERRI INC., 8433 N BLACK CANYON HWY SUITE 100, PHOENIX, AZ 85021

PRICING SHEET C561003/B0609039 NIGP CODE 75070

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

6.0 Pricing, per specifications, CONCRETE REDI-MIX

NOTE: BID PRICES SHALL BE HELD FIRM FOR 90 DAYS AFTER AWARD. SUBSEQUENTLY, ALL PRICING WILL BE REQUESTS FOR QUOTATION AS REQUIREMENTS ARISE.

ITEM DESCRIPTION

<u>DESCRIPTION</u>		<u>ESTIMATED QUANTITY</u>	<u>1 ST 3 MONTHS FIRM PRICE PER CUBIC YARD DELIVERED</u>
6.2 Specific Pricing (Accessories):			
6.2.1 Gabions, Mesh type:			
6.2.1.1	6'L x 3'W x 3'H	10 each	\$67.99
6.2.1.2	9'L x 3'W x 3'H	10 each	\$97.83
6.2.1.3	12'L x 3'W x 3'H	10 each	\$122.28
6.2.1.4	6'L x 3'W x 1.5'H	10 each	\$46.45
6.2.1.5	9'L x 3'W x 1.5'H	10 each	\$66.85
6.2.1.6	12'L x 3'W x 1.5'H	10 each	\$83.20
6.2.1.7	6'L x 3'W x 1'H	10 each	\$41.60
6.2.1.8	9'L x 3'W x 1'H	10 each	\$57.89
6.2.1.B249	12'L x 3'W x 1'H	10 each	\$71.63

6.5 List Your Plant Locations: Albuquerque, NM and Sacramento, CA

6.7 Additional Pricing (Please Attach Price List): Spenax Rings \$78.00/box

MACCAFERRI INC., 8433 N BLACK CANYON HWY SUITE 100, PHOENIX, AZ 85021

Terms:	Net 30
Vendor Number:	W000001100 X
Telephone Number:	602-246-9071
Fax Number:	602-246-9075
Contact Person:	Barbara Betts
E-mail Address:	rmyers@maccaferri-usa.com
Insurance Certificate:	Required
Contract Period:	To cover the period ending MAY 31, 2008.

VULCAN MATERIALS, 2526 E UNIVERSITY DR., PHOENIX, AZ 85034

PRICING SHEET C561003/B0609039 NIGP CODE 75070

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ____ YES __X__ NO

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

6.0 Pricing, per specifications, CONCRETE REDI-MIX

NOTE: BID PRICES SHALL BE HELD FIRM FOR 90 DAYS AFTER AWARD. SUBSEQUENTLY, ALL PRICING WILL BE REQUESTS FOR QUOTATION AS REQUIREMENTS ARISE.

ITEM DESCRIPTION

6.1 Specific Pricing:

PRICING SHALL BE DELIVERED PRICE IN 10-MILE INCREMENTS, FROM YOUR PLANT TO THE JOB SITE, AS INDICATED BELOW:

DESCRIPTION	ESTIMATED QUANTITY	1 ST 3 MONTHS FIRM PRICE PER CUBIC YARD DELIVERED
6.1.1 MAG A/3000 PSI Concrete	50 cu yds	
10 Miles		\$74.00 \$84.00
20 Miles		\$78.50 \$88.50
30 Miles		\$83.00 \$93.00
40 Miles		\$87.55 \$97.55
50 Miles		\$92.05 \$102.05
6.1.2 MAG B/2500 PSI Concrete	10 cu yds	
10 Miles		\$71.20 \$81.20
20 Miles		\$75.75 \$85.75
30 Miles		\$80.25 \$90.25
40 Miles		\$84.75 \$94.75
50 Miles		\$89.25 \$99.25
6.1.3 MAG C/2000 PSI Concrete	10 cu yds	
10 Miles		\$68.75 \$78.75
20 Miles		\$73.20 \$83.20
30 Miles		\$77.70 \$87.70
40 Miles		\$82.20 \$92.20
50 Miles		\$86.75 \$96.75
6.1.4 Concrete Grout, 8/Sack, per MAG Specification 220.5	100 cu yds	
10 Miles		\$94.20 \$104.20
20 Miles		\$98.70 \$108.70
30 Miles		\$103.25 \$113.25
40 Miles		\$107.75 \$117.75
50 Miles		\$112.25 \$122.25

VULCAN MATERIALS, 2526 E UNIVERSITY DR., PHOENIX, AZ 85034

6.1.5 Concrete Grout, 4/Sack, 15% 3/8 Rock	25 cu yds	
10 Miles		\$67.00 \$77.00
20 Miles		\$71.55 \$81.55
30 Miles		\$76.10 \$86.10
40 Miles		\$80.55 \$90.55
50 Miles		\$85.25 \$95.25

6.1.6 Concrete Grout, 2/Sack, 10% Gravel	25 cu yds	
10 Miles		\$55.95 \$65.95
20 Miles		\$60.50 \$70.50
30 Miles		\$65.00 \$75.00
40 Miles		\$69.50 \$79.50
50 Miles		\$74.00 \$84.00

6.1.7 Lean Concrete Backfill, 1/2 Sack, 500 p.s.i. @ 28 days (max.)	10 cu yds	
10 Miles		\$47.30 \$57.30
20 Miles		\$52.00 \$62.00
30 Miles		\$56.30 \$66.30
40 Miles		\$60.85 \$70.85
50 Miles		\$65.40 \$75.40

6.1.8 Concrete Dye: See Section 6.6

6.4 Minimum Order: See Section 6.6

6.5 List Your Plant Locations:

Plant #18 – West – 4830 S 43rd Ave
 Plant #24 – Litchfield – 11923 W Indian School
 Plant #16 – Mesa – 1900 N Longmore

6.6 Additional Pricing (Please Attach Price List):

Chilled Water and Hot Water add:	\$1.00 per cubic yard
Allow 5 Minutes per yard to unload	\$1.00 per min thereafter
Saturday deliveries add:	\$5.00 per cubic yard

Short Loads apply as follows:

Less than 5 yards	\$50.00
Less than 4 yards	\$75.00
Less than 3 yards	\$100.00

Color Dye: Plant added liquid color price depends on the COLOR used \$25.00 per Load clean out.

Saturday Plant Opening Charge: \$500.00

VULCAN MATERIALS, 2526 E UNIVERSITY DR., PHOENIX, AZ 85034

Terms:	2% 15 Net 30
Vendor Number:	W000001469 X
Telephone Number:	602-528-8973
Fax Number:	602-528-8979
Contact Person:	Teresa Coleman
E-mail Address:	colemant@vmcmail.com
Company Web Site:	www.vulcanmaterials.com
Insurance Certificate:	Required
Contract Period:	To cover the period ending MAY 31, 2008.